



Ramsey Town Commissioners

TENANT HANDBOOK

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WELCOME TO YOUR NEW HOME

Our aim is to provide an excellent and improving housing service and ensure that all members of our community live in accommodation that meets their housing needs

We have designed this handbook to give you information about being a tenant and to hopefully help you to settle into your home.

Along with your tenancy agreement, this handbook will answer any questions you may have about your tenancy, your home, or your neighbourhood. It will also explain your rights and responsibilities as a tenant and our rights and responsibilities as your landlord.

As well as outlining your tenancy conditions, this handbook tells you about the goals we set ourselves and the standards of service we will endeavour to deliver so you know the level of service you can expect to receive. It also tells you about the standards expected of you as a good and responsible tenant.

We hope you find this handbook helpful. Please keep it to refer to during your tenancy.

This handbook can't cover every question or problem in depth so we have also included details of who to contact if you need more information and advice.

FIRE REGULATIONS

We have included with this Handbook a Fire Regulations Information Pack. We cannot emphasise too much the importance of being aware of preventative measures to ensure the safety of your household members in the event of a fire in your home.

If you live in a block of flats it is essential that you know what to do in the event of fire. Please read the relevant Notices posted in your property which give guidance on what to do in case of fire. If you have any queries in this connection please contact the Fire Department or ourselves for further advice (useful contact Tel numbers are set out at the end of this document)

CUSTOMER CARE POLICY

We have a customer care policy that aims to provide the highest standard of service to all our customers.

In delivering the service it is our aim that our staff will:

- Carry and display proof of their identity;
- Introduce themselves to you;
- Be smartly dressed and wear any uniform they may have;
- Give you their name if you ask;
- Treat you and your home with respect;
- Aim to see anyone who is waiting at the counter promptly

We also have the following standards:

- Customers who have booked an interview should not be kept waiting longer than 10 minutes after the time of their appointment
- We would also ask that customers also try to keep appointments at the allocated time. We will assume that anyone being fifteen minutes late is not going to attend.
- All interviews will take place in a confidential setting
- We will try to answer all phone calls promptly. If the person you need to speak to is not available you can leave a message for them on their Voicemail (answer phone) service and they will get back to you as soon as they are able.
- We will endeavour to reply to all written correspondence within 10 working days
- All correspondence to customers will give the name of the officer who is dealing with the matter
- Any customer who is not satisfied can ask to see a more senior officer
- All customers can use our complaints procedure

YOUR TENANCY

You are our tenant which means that you have a legal right to stay in your home as long as you keep to the conditions of your tenancy. These conditions are set out in your tenancy agreement - a document we have to give you by law that all tenants sign at the start of their tenancy.

What is a tenancy agreement?

Your tenancy agreement is a legal contract between you and us. It sets out your rights and responsibilities as a tenant and ours as your landlord. You should be given your own copy to keep. When you sign your tenancy agreement, you agree to keep to the rules that govern the way you live in your home which means that you have the following responsibilities:

- **Paying your rent** - You must pay your rent and any other associated charges on time. Your rent is payable weekly in advance every Monday. There are more details about your rent and how you can pay it on page 16.
- **Looking after your home** - It is your responsibility to take good care of your home and to prevent anyone else from damaging it. We will charge you for any deliberate damage or vandalism carried out to your property. You must keep the inside of your home clean and well decorated. You are also responsible for keeping your garden and the outside of your property clean and tidy. A full explanation of who is responsible for repairs and maintenance can be found on page 19.
- **Using your home** - We have let the property to you for you and your family to live in as a dwelling house and you should only use it for that purpose. You do not have a right to run a business from your home, but we may consider granting you permission. You must ask our permission **before** you set up your business and we will consider all requests. Examples of when we might refuse requests are if we think the business could disturb your neighbours or be unlawful.
- **Nuisance and harassment** - Everyone has a right to peacefully enjoy life in their own way provided they are not breaking the Law and as long as they do not have a negative effect on the life of people living around them. You must not cause a nuisance or annoyance, or any kind of deliberate harassment, to the people living around you. You are also responsible for the behaviour of people who live with you or are visiting you. There is more information about nuisance and harassment on page 24.

- **Access to your home** - We will sometimes have to carry out repairs and servicing in your home and will need access to do this work. In these circumstances you must allow the workmen into your home. In most cases, unless it is an emergency, you will have been notified in advance of our need to access your home. Authorised officers must also be allowed to enter and inspect the condition of your property at reasonable pre-arranged times. Any person who calls at your home on our behalf should carry official identification which you may ask to see.
- **Looking after shared areas** - if you live in a block where there are shared areas, we expect you and the other tenants to keep these areas clean and tidy. For your own safety, please make sure that you keep shared areas free from rubbish and obstructions.
- **Car parking** - You and your family must park your car, or any other vehicle, next to your home on a public road, a proper parking area or a drive. Remember, most spaces are not allocated to specific properties and you may need to come to an agreement with your neighbours on parking. You must not park on grassed areas, footpaths, verges or open spaces. Please park considerately and do not block access for emergency services. Only vehicles in regular use should occupy parking spaces. Please do not park untaxed or unlicensed vehicles, large commercial vehicles, camper vans, caravans, boats or trailers in the spaces. These may be removed if causing an obstruction and the owners charged.

INTRODUCTORY TENANCY

What is an introductory tenancy?

An introductory tenancy is a 12-month trial period during which our aim will be to ensure that tenants who are new to Ramsey Town Commissioners act responsibly and follow the conditions of the tenancy agreement.

During the trial period, one of our officers will visit you to make sure that there are no problems. If there are, they will try and sort them out as quickly as possible. If there are no problems during the trial period the introductory tenancy automatically becomes a secure tenancy.

Do introductory tenants have the same rights as secure tenants?

No, you **may not**:

- Exchange homes with any other tenant, or
- Take in lodgers

SECURE TENANCY

What is a secure tenant?

When you sign a secure tenancy agreement, you immediately have legal rights and responsibilities. Generally, if you keep to the terms of your Tenancy Agreement, there should be no reason for us to seek to end your tenancy.

We may seek to end your tenancy if:-

- You break one or more conditions of your tenancy
- We need your home for another reason, for example, clearance; or
- We get a court order for possession: this would usually be in the case of an act or omission on your part.

What will you do if I do not keep to my tenancy agreement?

If you break the terms and conditions of your tenancy we will contact you to discuss matters, and to explain what you might do to put things right. If you continue to break your tenancy conditions we may progress matters in any of the following ways:-

Action against tenants who cause unreasonable annoyance to others in the neighbourhood, such as by causing excessive noise, abuse, threats, violence, racial intimidation or harassment etc..

- We may require you to enter into an Acceptable Behaviour Contract (ABC) in which you agree to abide by certain codes of good behaviour: if this is breached by you we may then apply to the Courts for an:
- Anti-Social Behaviour Order (ASBO) which is imposed upon you by the Court and requires you to abide by certain codes of good behaviour. If you do not comply with this Order, the result will normally be that you receive a custodial sentence in respect of the breach.

Action against tenants who substantially and / or habitually fall behind with rent or other payments.

- We may take legal action to recover outstanding rent. If amounts remain unpaid this may result in an Eviction Order for non-payment of rent.

Action against tenants who neglect their house or garden such that it is detrimental to, or damages the property...

- We may seek an Eviction Order for non-compliance with the Tenancy Agreement

Action against persons who wrongfully occupy a property belonging to the Ramsey Town Commissioners: i.e. they do not have a secure or valid tenancy

- We may seek a Possession Order to obtain Vacant Possession of the property.

In most cases, a Notice to Quit would be issued through the Court stating why we require you to vacate the property. If we are successful in the Court Action, you would have to leave your home and would not be allowed back.

We will however, give you every reasonable chance to put things right to avoid court action

When can you ask for possession of my home?

We can ask for a possession order, from the courts, for reasons set out in law. These reasons are called 'grounds' and if you break one or more of the grounds, we can ask for a possession order on your home and ask you to leave.

To do this we have to prove to a court that you have broken the rules and that taking your home off you is a reasonable action to take.

The following list explains the reasons why we could ask for a possession order.

1	If you do not pay the rent
2	If you break any other condition of your tenancy agreement
3	If you, or anyone living with or visiting you, annoy or cause a nuisance to your neighbours
4	If the condition of your home has deteriorated through neglect
5	If you knowingly gave false information or withheld relevant information to get your home
6	If you are convicted for allowing your home to be used for immoral or illegal purposes. e.g. dealing in or being in possession of illegal drugs.

If you do any of the things listed above we do not have to offer you another place to live if you are made homeless. In the cases below we must show reasonable grounds for possession, and would generally offer you a suitable alternative place to live.

7	If we want you to leave while we carry out major work on your home, which we cannot reasonably do while you live there
8	If you refuse to leave your temporary home when building or modernisation work on your own home is completed
9	If your home is so overcrowded that you are breaking the law
10	If your home has been designed or adapted for people with special needs, or for someone who is elderly or disabled, who are no longer living there and we need the home for someone who needs these facilities

This is just a brief summary of the main grounds for possession. If you receive a Notice to Quit, you should get your own legal advice

We may also ask you to transfer from a large house to a smaller home if your family becomes smaller and we need these facilities for someone else

What is the difference between a 'joint' and a 'sole' tenancy?

You are a sole tenant if only one tenant is named on the tenancy agreement. If two or more people are named on the tenancy agreement then you have a joint tenancy. Joint tenants each have all the rights and responsibilities set out in the tenancy agreement - even if one leaves. If one joint tenant formally ends the tenancy the tenancy comes to an end, even if the other joint tenant/s did not know about it. A new sole tenancy may be agreed, depending on the circumstances: a requirement to transfer to a smaller property may also be made, as it is our duty to try and make the best possible use of our housing stock.

Generally, we will permit established couples to be joint tenants when they start their tenancy, provided they are both residentially qualified. In exceptional circumstances we may consider joint tenancies with other close relatives, for example parent and child, two brothers or sisters.

Can I pass my tenancy to my partner, or to anyone else, at any other time?

There are two other situations that enable you to pass your tenancy on to someone else. Before you can do these you must get our permission in writing.

You can pass on your tenancy if:

- You exchange your home with someone else
- You have a court order ordering you to do so (as often happens in divorce)

I am having relationship difficulties / getting divorced - what will happen to my tenancy?

Only the courts can decide matters regarding separation, divorce and custody, and you should get legal advice about this. Nevertheless, your housing officer can advise you about both you and your partners housing rights, and things to consider regarding the tenancy.

Am I allowed to sublet or take in lodgers?

Under the terms of your tenancy, you are not allowed to sublet your home. However, you are allowed to take in lodgers, but must get our written permission before you do so. A lodger charge, currently £10 per week, will be added to your rent for each lodger staying in your home.

MOVING INTO YOUR NEW HOME

When can I move into my new home?

Ideally you should move in on the day your tenancy starts. We will tell you this date when we advise you of your new tenancy. We try to allow access to your property prior to this if possible, so that any decoration or carpeting may be completed prior to your move -however, this may not always be possible. It is your responsibility to contact the oil/gas,, electric, telephone and other service companies to arrange for them to connect your supplies,. You must make sure that you keep your electricity and fuel payments up to date to ensure continued supply.



Will any repairs be done before I move in?

We will do all major repairs before your tenancy starts. However, when you sign for your new tenancy we may tell you about repairs we still need to do, and when you can expect them to be completed. Internal decoration will be your responsibility.

Video Record of Property

A Video recording will be made prior to the hand over of the Tenancy, to ensure that an accurate record of the condition of the property is on file. This should not only help us in our record keeping, but will also be evidence of the condition of the property at the time you received it.

Will I need to insure my home?

It is your responsibility to insure the contents of your home and we strongly advise that you get proper cover from a reputable company as soon as possible. Home contents insurance should cover furniture, decorations, household goods, clothing, personal belongings, jewellery, valuables and personal money. Your insurance policy should also cover any necessary hotel or alternative accommodation costs if you have to leave your home temporarily due to a major problem such as a fire or flood. The Commissioners are not responsible for providing or paying for temporary accommodation in these circumstances. It is also your responsibility to replace broken window glass and this should be included as part of your house contents insurance.

It is worth noting that if you own and use a Mobility Scooter, specific cover for its use should also be included in your household contents insurance.

Fire, floods and accidents can be financial disasters. Spend a few moments adding up the replacement cost of your belongings - you may be surprised. If you do not insure your contents, you will have to pay for any damage or loss you suffer in the case of fire, flood, burglaries or other incidents.

It is our responsibility to insure the structure of your home but this does not include internal decoration or your belongings. If the structure of your home was damaged by an accidental fire or flood we would cover the cost of any repair work that is needed, **not** including decoration or broken window glass (see above).

Dangerous or inflammable substances **must not** be kept in your home and may invalidate insurance cover. Insurance cover may also be affected if you are away from your home for long periods. Please notify us if you are away from your home for more than four weeks to ensure that our insurance cover is not reduced.

Tenants in flats should take particular note of the Fire Precautions (Flats) Regulations 1996.

THESE VERY IMPORTANT REGULATIONS PROHIBIT THE USE OR STORAGE OF FLAMMABLE SUBSTANCES/ GAS CYLINDERS (THE TYPE USED IN HEATERS ETC.) IN ALL FLATS.

PAYING YOUR RENT

To make sure that your rent account runs smoothly, you should:

- Pay your rent when it is due;
- Let us know if you go away for any length of time and if you will be away from the Island for a considerable length of time, please arrange for rent to be paid in your absence;
- Contact us immediately if you have a problem paying your rent; and
- Be sure to let our Finance Staff know of any circumstances which may affect the payment of your rent or the amount you pay e.g new lodgers

How is my rent set and who sets it?

Your rental charge is made up of rent and rates. The Department of Local Government & the Environment sets the rent you will pay. The rent is set on a points system which takes into account such things as the size of your property and number of bedrooms. Ramsey Town Commissioners set the local rate.

How do I know how much rent to pay?

When we agree your tenancy we will tell you how much the rent is, and when you should start to pay. When you start your tenancy we will give you a rent card which will also show the amount you should pay. Please try to use this card every time you pay your rent, but we will accept rent without it.

The amount of rent you pay is currently reviewed at the end of each financial year. A letter advising you of your new rent will be sent to you in early March each year.

How can I pay my rent?

You must pay your rent and any other charges on time. Your rent is payable weekly in advance on Mondays, but you may pay every two weeks or monthly if you prefer **as long as your account is paid in advance**. You can pay your rent in a number of different ways.

Direct from your bank or building society account by Direct Debit

Direct Debit - when you sign a Direct Debit mandate this allows the amount payable to be adjusted automatically (after we have written to tell you) when your rent increases or decreases. It is important to make sure that there is always enough money in your account when the payment is due otherwise your bank will refuse to pay the Direct Debit and will usually charge for the failed payment. If the payment is not made as arranged, your rent account will be in arrears and you will be in breach of your tenancy agreement.

- Paying your rent at Ramsey Town Hall - You can pay your rent by cash or cheque to the cashiers at the Town Hall. Remember to take your rent card with you. Cheques should be made payable to **Ramsey Town Commissioners**, but please make sure that you have sufficient money in your account to cover the cheque. The Commissioners reserve the right to refuse to accept cheque payments from tenants where previous cheques have 'bounced'.
- Paying rent by post - Never send cash through the post. You should send a cheque or postal order along with your rent card which will be returned to you.
- Paying your rent direct from the DHSS - If you are in receipt of certain benefits, you may be able to pay your rent directly from your benefit. Contact the Finance Department or the DHSS for advice on this method of payment

I am having difficulties in paying my rent, what should I do?

It is most important that you contact us as soon as you can if you are having problems in paying your rent. We will arrange to discuss the matter with you in private, and will be able to suggest the best methods of clearing any arrears.

Remember that arrears can start off small when the occasional payment is missed but they build up quickly. If your account remains in arrears or if you are a persistent late payer we will take action to recover the rent you owe us.

Please Remember, if you are having difficulties paying your rent:

- Speak to the Finance Department
- Get advice, for example, from Citizen's Advice; and
- Make regular weekly payments, **no matter how small they are**

What happens if I do not pay my rent?

If you find yourself in arrears, or are having problems in making your rent payments, we will always be sympathetic to your position, and you should contact us for help and advice as quickly as possible. If you don't contact us it is difficult for us to help you! Should you fail to pay your rent, you will be sent a number of letters requesting that you clear your arrears and reminding you of your obligation to keep your payments up to date:

- Reminder letter 1; followed 7 days later if no response by
- Reminder letter 2; followed 7 days later if no response by
- Final reminder; if you have made no response, you will be referred to RTC advocates who then issue,
- A Legal letter requesting payment of arrears & giving notice of intention to proceed with possession of your home if you fail to address the situation
- Notice to Quit

If you have previously been in arrears and have already been through this process, you may automatically get sent a legal letter or notice to quit if you have failed to keep up payments on any agreement to clear your arrears.

If you do not make arrangements to clear your arrears or they continue to increase we will have no alternative but to take legal action against you and you will be in danger of losing your home.

In addition, any legal costs incurred whilst pursuing our claim against you may also be charged to you.

REMEMBER: Ask for help before your debt gets too large.

We will work with you to help resolve your financial difficulties so that if at all possible you do not have to leave your home.

How can I deal with other debts?

If you are having problems keeping up with other payments or debts, you should get help as quickly as possible. The Office of Fair Trading has a Debt Counselling Service and can be contacted on Tel. 686510.

The Citizens Advice Service is also available to help and can be contacted by visiting No.4 Bourne Concourse, Peel Street, Ramsey, or by telephoning 813466.



Don't ignore the problem. The sooner you get help, the easier it will be to sort things out.

You can also help yourself by following a few simple steps to work out a budget

Add up all the money you have coming into your home each week or month. Work out over the same period of time all the things you spend your money on. You must make sure that you include all essential items such as food, electric, gas/oil, rent, and any other regular payments.

Take what you spend away from what you have coming in. The amount left is what you can spend to pay off any other debts.

REPAIRS, MAINTENANCE & ALTERATIONS

Both you and RTC are responsible for looking after your home. We are responsible for most of the repairs but you are responsible for the general upkeep and for decorating the inside of your home. You must take care of your home and report any repairs or faults immediately.

What repairs am I responsible for?

You are responsible for:

- Anything that belongs to you
- Decorating the inside of your home
- Glass & glazing
- Washing machine plumbing & fittings
- Replacing or repairing broken window catches, stays and door locks, and easing swollen windows & doors (due to weather)
- The door bell, letter box & door number / nameplate
- Replacing light bulbs and fluorescent tubes in your home including bulbs on gas or electric fires
- Fixtures and fittings such as curtain rails and coat hooks
- Clearance of blockages in drains, waste pipes and toilets caused by lack of care (e.g. fat, cotton wool, disposable nappies etc.)
- Sweeping chimneys and removing chimney obstructions due to tenant neglect
- Replacing sink plugs and chains and repairing tap washers
- Internal door fittings (including adjusting doors for carpet fitting)
- Outdoor sheds and fitting clothes posts and lines
- Replacing locks and lost keys / gaining access if you lose keys
- Replacing toilet seats, flushing chains and handles
- Repairing / renewing gate catches
- Replacing batteries in smoke alarms (except in sheltered housing)

- Minor repairs to kitchen cupboards and drawers
- Minor repairs to floor tiles and tiled fire surrounds
- Repairing or renewing fire grates, all night burners, and electric fire elements
- Supply or renewal of dustbins
- Keeping the property in good condition internally

If, for special reasons, you are unable to carry out any of these tasks, for example if you are elderly or have a disability, please discuss this with us. We may be able to suggest special arrangements.

What repairs are RTC responsible for?

We are responsible for maintaining the structure and exterior of your home, its main services, and the communal areas in blocks of flats.

For example we will keep in repair:

- Window frames and external doors
- Plumbing
- Heating systems including annual service & safety check
- Kitchen units
- Internal walls (plastering)
- Floors
- Roofs
- Installations for the supply of water, gas, electricity, sanitation
- Communal equipment, including lifts, heating plant and lighting of communal areas

Can I be charged for any repairs that you are responsible for?

Yes, if you (or your family or visitors) damage or neglect your home, we will charge you for the cost of repairs. If there is evidence that the damage has been caused deliberately, you must pay for the cost of the repair before we can place an order for the work and we may take legal action.

REPORTING YOUR REPAIR

You can report your repair:

- In person;
- Over the phone / fax;
- By e-mail or
- In writing

Please give us as much detail as possible

How soon will my repair be done?

This depends on the type of repair reported;

Emergencies: where a vital service has broken down and is likely to cause risk to you, your family or neighbours, your home or your belongings. We will endeavour to make safe within 24 hours.

Please note that in the event of unnecessary or improper use of this service, you may be charged for the call out - for example where the cause of the problem or ability to repair lies with others .

Examples of emergencies may include:

- Total loss of water supply
- Major water leak (which is causing a flood)
- Toilet blockage or toilet not flushing (where there is no alternative toilet)
- Blocked flue to a boiler or open fire
- Total loss of electric power

Urgent repairs: are those that can wait without causing major inconvenience. These will be done no later than seven calendar days after they are reported.

Examples may include:

- Blocked sink, bath or basin
- Toilet blockage where there is another wc in the dwelling
- Broken sanitary fittings when they can no longer be used
- Overflows and taps continually running
- Extractor fan in kitchen or bathroom not working



Routine repairs: are those that can wait without causing inconvenience to the tenant. These will be done within one calendar month.

Examples may include:

- Heating replacements
- Leaking gutters
- Roof leaks to garages or outbuildings
- Window and roof repairs (where they are not leaking)
- Fences and gates
- Boundary walls

Deferred works: occasionally some repairs may be delayed for a period of time, this may be because we:

- Are aiming to get better value for money by putting together a number of the same type of jobs, for example, fencing repairs
- Are limited by our repairs budgets for that year and need to delay the non-urgent repair for a given time period
- Are unable to undertake certain jobs in some seasons, such as tree lopping and repairs to concrete paths

Annual maintenance: all gas and electric appliances, mechanical and electrical equipment provided by us are serviced each year

Planned maintenance: certain works are done on a rota basis so that a group of properties can all have the same work done at the same time. In planning work this way we are able to save money and be more efficient. This means that works falling into this category will take longer than the timescales mentioned above.

Examples of planned works are: external decoration and repairs and internal decoration to communal areas.

Who will carry out my repair?

In most cases we use our own maintenance staff, but sometimes we use outside contractors. This depends on the type and size of repair request.

Who is responsible for taking care of my garden?

You are responsible for making sure that your garden is kept neat and tidy. If you cannot do this because you are elderly or have a disability we may be able to help you but would firstly ask that you might arrange for family or a friend to help you to minimise the cost to the Town of grass cutting in private gardens. If you fail to maintain your garden without good reason, we may take legal action against you or do the work and charge the costs to you.

Rubbish disposal

RTC are responsible for normal weekly refuse collections. Disposal of all other refuse, such as bulky items of floor coverings, unwanted furniture or cookers etc., are the responsibility of the tenant. This particularly applies when vacating or transferring from one property to another, when following our inspection, we require you to remove and dispose of items such as carpets, or laminate flooring.

If rubbish, or unwanted household items, are left in your property at the end of your tenancy, we will also require you to move them, or appoint a third party to clear them, for which you will be charged.

You must not allow rubbish to build up so that it causes a health hazard, either inside or outside of your property. You will be required to remove it and failure to do so may put you in breach of the terms of your tenancy. If a third party has to be employed to remove the rubbish, it will be necessary to charge you with the cost.

Can I put up a satellite dish, wireless or television aerial?

If you need to erect a satellite dish, wireless or television aerial you will need to write to us for permission. Please do not erect your dish or aerial and **then** ask for permission! Remember -Planning Approval may be required!

ALTERATIONS TO YOUR HOME

You must not make any alterations (including improvements) to your home without first obtaining our permission. Permission will not be unreasonably withheld, unless the alteration will make your home less safe, cost us money to maintain, build in future maintenance or structural problems, or reduce the value of the property. You will also need to comply with planning requirements and building regulations, if applicable.

What is counted as an alteration?

Examples include:

- Changes to your kitchen or bathroom fixtures & fittings
- Knocking down any walls either inside your home or in your garden
- Changing fixtures & fittings that relate to water, gas or electricity
- Installing or moving an oil tank
- Installing central heating or changing a central heating boiler
- Changing windows and external doors
- Erecting sheds or greenhouses or other structures in your garden
- Constructing a dropped kerb and hardstand for vehicles
- Putting up any external aerials (e.g. CB, TV or satellite)
- Fitting additional locks

At present the erection of conservatories or porches is not permitted - standards can vary greatly and may affect the structural and water-tight integrity of the property.

Will you increase my rent if I carry out alterations to my home?

We will not increase your rent as a result of you undertaking alterations to your home at your cost.

Will I have to leave the property as I found it when I move out?

We will arrange to inspect your home and assess the condition, durability and safety of any alterations you have made. If the alterations fail to meet our standards you will be asked to rectify the problem or restore the property to its original condition. If we have to carry out these works, you will be charged with the costs.

On vacating the property, any accepted alterations must remain as part of the fixtures & fittings and become the property of the Landlord.

NUISANCE AND HARASSMENT

Nuisance and harassment is behaviour that prevents you, or your neighbours from living peacefully in your home.

Nuisance is behaviour that annoys one or more households.

Harassment is unacceptable behaviour that is directed at a particular person or household. It can be violence, or threats of violence, that may be verbal or physical. It includes attacks on people and property, and can include:

- Damage to property;
- Physical assault;
- Abusive graffiti;
- Unwanted or unwelcome sexual comments; and
- Abusive language directed at someone because of his or her race, religion or sex, or for any other reason.

Remember, you will not only be breaking your tenancy agreement but you could also be breaking the law if you cause a nuisance or harass someone. If that is the case, you may be prosecuted by the police.

What happens if I disturb my neighbours?

You must make sure that you do not cause damage or become a nuisance to your neighbours (E.g. Excessive noise levels)

In particular this means;

- NO DRUGS
- NO CRIMINAL ACTIVITY
- NO VIOLENCE OR THREATS OF VIOLENCE
- NO LATE NIGHT PARTIES, LOUD MUSIC ETC.

If you are the subject of a complaint from your neighbours, the matter will be fully investigated, and if proven, immediate action will be taken to institute legal proceedings. This could result in you and your family being evicted from your home.

What can I do to avoid disturbing my neighbours?

- Treat your neighbours as you would like to be treated.
- If you know that there will be some noise in your home, for example if you are having a party, let your neighbours know beforehand.
- Do not carry out noisy work on your home or car late at night or early in the morning.
- Do keep the volume of your television and music systems at a reasonable level at all times, and not so loud that people outside your home can hear them.
- If you have a dog, you should keep it under control and not let it bark continuously.
- If your house or car alarm goes off, deal with it as quickly as possible.
- Do not sound car horns or rev your car engine, especially late at night.
- Co-operate with your neighbours over parking arrangements or if they ask you to reduce the noise.
- Keep your garden tidy and free from rubbish.
- Ask children and visitors to try not to disturb the neighbours

Remember

- You are responsible for the behaviour of your children, anyone else who lives in your home and any visitors.
- Noise and vibrations travel easily through walls, floors, and doors, especially at night and particularly in the case of flats.
- In the first year of your tenancy, it is our intention to visit you at least twice to check that you are being a good neighbour and help you if you have any difficulties. But, in the meantime, it is important to let us know if you have any problems.

What can I do if I experience neighbour problems?

It is always best to try to sort out disputes between yourselves. Ask whoever is causing the problem to stop. They might not actually be aware that they are causing a problem. Allow time for the situation to improve.

If you cannot solve the problem, you can explain what has happened to us and we will try to help. However, you must realise that if we are to act effectively we will usually have to involve you. This will usually require a log of the dates and times that problems occur and it may not be possible for your complaint to be kept anonymous. You should contact the police if you think anything criminal has happened.

My neighbour is harassing me, what should I do?

We will not tolerate any form of harassment. We take all cases of nuisance and harassment seriously and will investigate all reports. Action will be taken against any tenants found to be responsible for harassment and this could result in them losing their tenancies.

What can I do if I witness crime or vandalism?

The local Police may be contacted on 812234. If you witness our property being vandalised, please contact the police, but also let us know, as we may wish to take action against the perpetrators.

KEEPING PETS

Can I keep a pet?

You are allowed to keep pets **with the permission of Ramsey Town Commissioners**. Our definition of pets is dogs, cats, small caged birds (not pigeons), rodents, rabbits, non-poisonous insects and small non-poisonous reptiles or fish. The number of pets must be reasonable and each application will be considered on its merits.

- You may be allowed to keep a pet unless you are living in a scheme with more than four flats in the block. If this applies, tenants can only keep small caged pets. You must ensure that you keep your pet under control so that it does not disturb, annoy or be a nuisance to neighbours or visitors. Nuisance can include:

- Keeping pets in excessive or unreasonable numbers;
 - Allowing your dog to foul public footpaths or shared areas;
 - Allowing your pet to stray, especially on to neighbouring gardens;
 - Letting your dog bark for a long time; and
 - Allowing your pet to become out of control
- You must not keep an animal other than one in the list above.

MOVING HOME

Many tenants find that at some stage they need to move to a new home. This may be because their home is now either too big or too small for their needs, or because they have a medical or social reason for a move. There are several options available to you, but you must have been a tenant in your current home for at least 12 months.



Transfer to another RTC property - you will need to fill in a transfer list application form available from the Town Hall. On receipt of the completed form, we will examine your rent record and a property inspection will also determine whether your application may proceed further.

Mutual exchange with another RTC tenant - you will need to put your request in writing to be brought before the Housing Allocations Committee. Similar conditions apply as above and any approval is also given on condition that you agree to accept the property 'as seen'.

Inter-authority transfer to another IOM Housing Authority and location - you will need to fill in an Inter-Authority transfer request form available from the Ramsey Town Commissioners

Can you refuse permission for me to carry out a transfer or exchange?

We can withhold permission if:

- You have outstanding rent arrears, or arrears for gas, electricity or other services. Current policy adopted by DLGE requires that a tenant requesting a transfer must have a minimum of 6 months rent record free of arrears prior to any transfer

- A property inspection indicates that your current property is not in an acceptable condition, or repairs and improvements that you carried out have not been made good to our satisfaction
- The properties would be overcrowded or substantially under occupied
- One of the properties is unsuitable because it is accommodation designed for elderly people or has been adapted for use by a person with disabilities and no such person is in the new household
- A tenant is subject to legal proceedings by the Commissioners

How long will I have to wait for a transfer?

It is difficult to say how long you will have to wait. We have to consider:

- The availability of suitable properties;
- How long you have been waiting; and
- The specific needs of other tenants awaiting transfers

Moving out

This section tells you what you must do before you move out of your home and what happens during the notice period

What should I do if I wish to terminate my tenancy?

If you wish to end your tenancy you must notify us in writing at least 1, and preferably 2, full weeks before you intend leaving your home. To help you we have included a 'Tenancy Surrender Form' which you should complete and return to us as soon as you know that you will be terminating your tenancy. All tenancies begin and end on a Monday and all keys to your home must be returned by 10.00 a.m. on the day that your tenancy expires. If keys are returned after this date you will be charged for the next weeks rent.

Please ensure that all keys are labelled clearly with your name and address when you return them to us.

What happens during the notice period?

We will visit you, at home, to inspect the condition of the property and to discuss what you need to do before you leave. During this visit we will assess what repairs / damage (if any) you are responsible for. We will not be able to accept the return of the keys, until any problem areas have been addressed. You will also continue to be liable for rent until any outstanding matters are resolved.

In what condition do you expect me to leave my home when I go?

We expect you to leave your former home clean and clear of all your personal belongings, floor coverings and refuse, unless an agreement has been made direct with the incoming tenant to purchase the same. You must also let us know about this. This also applies to the garden and any outbuildings or sheds. Any repairs not due to fair wear and tear are your responsibility and if they have to be carried out by RTC after you leave you will be charged for such works.



What do I do if I want to leave something in my home for the new tenant, for example, a carpet that is in good condition?

If you want to do this please discuss this with a member of staff who will visit you and agree what will be left. If the new tenant does not want the item it will be your responsibility to dispose of the item/s, even though you may have moved.

I have handed in my notice, but I have a partner / lodger living me who wishes to stay in the property. What should I do?

You must give us vacant possession of your home - you cannot leave other people living in it when you leave. If you do we may need to take court proceedings to regain possession of your home and we may then require you to pay our costs and charges for the property whilst it cannot be rented to someone else.

Who else should I tell that I'm moving?

Remember to tell all organisations who need to know your new address. These may include:

- RTC
- The Dept of Social Security
- Electric / gas / telephone / insurance / banks and credit companies
- Social services
- Schools / libraries
- TV Licensing
- GP, Dentist etc.
- IOM Post Office - change of address

HELPFUL ADVICE

What should I do if I smell gas in my home?

- Turn off the gas supply immediately
- Check if a gas tap is on and turn it off
- Contact the gas emergency service and the Town Hall
- Extinguish all cigarettes
- Do not use matches or naked flames
- Do not use electrical switches
- Open doors and windows
- Let us know what has happened

Carbon Monoxide

Carbon monoxide poisoning can happen if;

- An appliance is not working properly;
- The appliance wasn't put in properly;
- The appliance has not been checked for safety & maintained regularly;
- There is not enough fresh air in the room; or
- Your chimney or flue gets blocked

Signs that indicate a problem

You should look out for:

- Yellow or orange flames
- Soot or stains around the appliance; and
- Pilot lights that regularly blow out

Early symptoms can include:

- Tiredness;
- Drowsiness;
- Headache;
- Chest pains; and
- Stomach pains

Important safety issues

- Never use an appliance if you don't think it is working properly
- Never cover an appliance or block the air vents
- You should keep any fixed ventilation grills or air blocks clear
- Never block or cover outside flues

Solid Fuel

- Make sure that your chimney is swept at least once a year. If you burn wood regularly you should get your chimney swept twice a year to reduce the risk of a chimney fire.

The use of portable gas heaters is illegal in flats, and should not be used in other types of home as they cause excessive moisture and condensation. As stated earlier, storage of flammable substances is also illegal in flats.

How can I minimise the risk of electrical problems in my home?

You should ensure that you:

- Do not overload your sockets
- Do not take electrical appliances into the bathroom
- Do not plug electrical appliances into light fittings
- Do not use a socket or light switch that is cracked, damaged, or charred
- Have frayed flexes and damaged cables replaced by a qualified electrician
- Pull out plugs on appliances that are not in use
- Check that fuse sizes are appropriate according to manufacturer's instructions
- Report any electrical faults immediately

You can reduce the risk of fire by:

- Using a fire guard in front of all fires
- Not airing clothes near a fire
- Putting matches out of children's reach
- Never leaving chip pans unattended
- Closing doors at night to reduce the spread of fire
- Ensuring that smoke alarms are properly maintained
- **Please do not remove smoke alarms or fire door closers installed in your property - this may endanger lives**



What to do in case of fire

- Evacuate the building
- Close all doors behind you
- Call 999 for the Fire Brigade
- Alert your neighbours
- Do not go back into the building
- Inform us if a fire occurs in your home

How to avoid burst pipes

- During cold weather try to keep your home reasonably warm at all times, particularly where water pipes are close to outside walls
- If you are away from home and do not want to leave your heating on, turn off the stopcock, turn on the cold taps in the bath and sinks and flush the toilet to empty the system. Remember to turn these taps off before you turn the main stopcock on again. If you are away from home for longer periods, you should also turn off the boiler and drain the hot-water system by turning on the hot taps.

What should I do if I have a burst pipe?

- Turn off the main stopcock immediately
- Turn on all the cold-water taps
- Turn off the central heating, boiler and immersion heater
- Inform RTC as soon as possible

CONDENSATION

Condensation is caused when warm moist air comes into contact with cold surfaces such as windows, walls, floors, or ceilings. You can tell condensation from other kinds of dampness by the black mould which grows.

If your home has condensation, you can reduce this by doing the following:

- Leave some heating on in cold weather. Most homes take quite a long time to warm up and it may cost more if you try to heat your home up quickly in the evening rather than leave your heating on low for a longer period
- When you are cooking keep the kitchen door closed and the window open to allow good ventilation. Keep the lids on cooking pans as much as possible.
- Do not dry clothes indoors without enough ventilation.
- Keep the bathroom door closed after you have had a bath and open the window for ventilation.
- If you have a tumble dryer, remember to ventilate the dryer directly to the outside to avoid a rapid build-up of moist air in the home.
- Do not use portable gas or oil heaters as they produce a lot of moisture and have been found to be the cause of condensation.
- **NB USE OF PORTABLE GAS HEATERS IS STRICTLY PROHIBITED IN FLATS**

Crime Prevention

Help protect yourself and your home by taking a few simple precautions.

- Always lock your doors and windows when you go out

- Don't leave notes on your door saying you are out and when you will be back
- Never leave valuables lying around
- If you are out late or at night try to leave a light on where it will be visible from outside, e.g. hall or landing
- Beware of strangers calling, especially if they ask to enter your home, and always ask for identification if you do not know the caller - if you have any doubts, call the police
- Ask the police if there is a Neighbourhood Watch Scheme in your area

HOME ADAPTATIONS AND APPLIANCES

Is there any help available if I am having problems with everyday things like bathing?

If you are having difficulties you should contact your doctor or local social services first and tell them what your difficulties are. They will arrange for an Occupational Therapist to visit your home and assess your needs, and they can supply portable equipment directly.

Your medical or social team will make recommendations to Ramsey Town Commissioners, and if alterations to your home are recommended, we will endeavour to arrange this. However, demand for such adaptations is steadily increasing and regrettably, it may take longer than we would wish for funding to be approved and for the work to be carried out.

We also have a number of properties that we have adapted over the years and when these properties become empty, wherever possible we let them to people who need extra help

HOUSING AND SERVICES FOR OLDER PEOPLE

I am of retirement age and would like to move to a smaller home. What are my options?

There are a number of options for you to consider. Firstly, you need to decide what type of accommodation and services you would like. You may be considering a move to sheltered housing or simply a move to a smaller home. Once you have made your decision you will need to do one of the following:

- Apply to go on the transfer list for a move to a smaller house, bungalow or flat in our general housing stock
- Register for the waiting list for sheltered housing. Ramsey & Northern District Housing Committee (who are a separate Authority made up of representatives from the Northern Parishes) are responsible for the management of local sheltered housing stock

What is sheltered housing?

Sheltered housing is a specialised type of accommodation and service which enables older people to continue enjoying life in the community as independently as possible, with the benefit of friendship, support and communal facilities. There is also an alarm call system, which allows residents to contact help if there is an emergency.

Wardens provide direct support by contacting all tenants once a day.

- To welcome new tenants
- To help tenants live independent lives
- To be aware of tenants' individual needs and arrange help if required
- To be responsible for the administration of the scheme and its security
- To deal with emergencies
- To establish good links with the community for the benefit of tenants

If you would like more information on sheltered housing please contact the Clerk to Ramsey & Northern District Housing on 810100

HOW TO COMPLAIN

Ramsey Town Commissioners aim to provide high quality services for all our customers. We may not be able to please on every occasion and want to be aware when people are dissatisfied with the service received. If this happens we need to know so that we can put matters right. To let us know you may

- Contact us by telephone or in person
- Write, or e-mail us
- Use the printed complaint form available at the Town Hall counter

Ramsey Town Commissioners' Data Protection Statement

We need to collect your personal data to provide the services that you want. Sometimes we collect personal data for one RTC service and need to use it to give you another service. Sometimes we collect it because the law says we must, and we may also use it for the prevention and detection of fraud.

We will keep your personal data safe and secure. We will not share it with other organisations without your knowledge, unless we are required by law to do so.

Ramsey Town Commission is a data controller required to notify under the Data Protection Act 2002. Our notification number as currently held on the Data Protection Registry is NO0556 and you can view the registration in Ramsey Town Hall and Library, or at the Office of the Data Protection Supervisor.

The Data Protection Principles

The Act is based on eight legally enforceable principles that organisations and individuals must apply when they process your personal data. The Act states that all personal data must:

- be processed fairly and lawfully
- only be obtained and processed for specified and lawful purposes
- be adequate, relevant for the purpose and not excessive
- be accurate and, where necessary, kept up to date
- not be kept longer than necessary
- be processed in accordance with the data subject's rights
- be kept secure
- not be transferred to other countries without adequate protection for the rights and freedoms of the data subject

What is personal data?

Personal data is any data which, on its own or referenced against other data held by the organisation, can be used to identify a living individual.

This includes all the obvious details the Commissioners might hold about you like name, address, rent payment records, etc. It might also include expressions of opinion about you and the council's intentions towards you. Some data can be personal even if it refers to more than one person, like joint tenancies, etc.

The Act recognises that some types of personal data are more sensitive than others. There are extra rules for processing data about your ethnic origin, religious beliefs,

trade union membership, party political opinions, sexuality, health, involvement in court proceedings, etc.

What does processing personal data mean?

Processing personal data includes collecting, storing, accessing, changing and destroying any information about you. The amount of personal data we have about you and how we process it depends on which services you use.

Sometimes we collect personal data for one service and need to use it to provide you with another service. Sometimes it will be necessary to share information with other parties such as health professionals and social services; for example, if you have special housing needs, but we will always try to tell you if we share your personal data.

Occasionally we take photographs of people using our services or attending public events, for promotional leaflets or other publicity purposes. If you can be identified from this type of photograph we will explain why we want it and ask for your consent beforehand.

We may use the information you give us when you use our services for research or statistical purposes and to help us plan for the future, but we will not include any personal data in our reports and plans.

Who processes my personal data?

Commissioners and employees can access and process your personal data for their official duties, but only the data needed for a specific purpose. They must not disclose your personal data to anyone else without your knowledge, unless they are legally obliged to do so.

You can write and ask us to stop processing your personal data at any time. You must explain what processing you want us to stop and why. However, where information is being processed for contractual purposes, such as tenancy agreements, or for carrying out our statutory functions, the law may allow us to continue to process your data without your consent, but we must reply within 21 days to let you know what we have done about your request.

Can I see my personal data?

The Data Protection Act gives you a general right of access to personal data that relates to you. Access requests must be made in writing; with enough information to locate the data requested and proof that you are the data subject.

You may have to pay a fee of up to £10 but we will confirm that when we receive your data subject access request.

Data controllers like the Commissioners must respond within 40 days confirming:

- a description of the personal data
- why the data is held
- who else the data might have been given to
- a copy of the data
- an explanation of any technical terms or abbreviations
- any information about the original source of the data

We can withhold some data if it refers to other people who have not consented to disclosure, if disclosure might cause serious harm to you or anyone else, or might prejudice crime prevention or court proceedings. Even if we cannot provide you with copies of the data, we will confirm what type of data we hold and why we hold it.

Can I see personal data about other people?

You only have the right to access your own personal data. You do not have the right to access personal data about other members of your family, your friends or your neighbours unless

- you have written proof of your authority to act on behalf of someone else

Even if you meet this requirement we may need to ask you for more information before we reply or refuse access because of our duty to keep personal data confidential.

Obtaining personal data from sources at Ramsey Town Commissioners for an unauthorised purpose or unauthorised disclosure to a third party are offences under the Act.

How can I be sure my data is accurate?

The best way to be sure is to let us know about any changes in your circumstances that might affect the services we provide to you.

Under the Data Protection Act the Commissioners must try to keep your personal data accurate and up to date. If you think that your personal data is incorrect you can write telling us why and asking us to correct the data. We must reply within 21 days to let you know what we have done about your request.

If we agree that your personal data is incorrect we will put this right. If we do not agree we will add a note to your file that you disagree with our version of the data.

We can also add a note to any file containing data about you (including opinions or accusations) received from a third party if you think it is incorrect or inaccurate.

Further Information

If you have any questions about your rights under the Data Protection Act 2002 or need help to make a subject access request please contact the Data Protection Supervisor, PO Box 69, Douglas, IM99 1EQ; Tel. 661030; E-mail: odps@odps.gov.im; website: ww.gov.im/odps. A summary of your rights are available from the IOM Government website; <http://www.gov.im/lib/docs/odps/yourrightsindividualsv1.doc>

Further information and guidance about the UK's Data Protection Act 1998, upon which the Island's Data Protection Act 2002 is based, can be obtained from the UK Information Commissioner's website at www.informationcommissioner.gov.uk .

USEFUL TELEPHONE NUMBERS

Ramsey Town Commissioners	810100
Debt Counselling (OFT)	686510

OUT OF HOURS EMERGENCY

Ramsey Police Station	812234
Manx Gas	644444
MEA	687687
Manx Telecom - Customer Services	0808 1624110
Citizen's Advice	813466
Women's Aid	677900
Family Support /Social Services	686179
Manx Housing Trust	626226
Alcohol & Drug Service (Counselling)	617889



**RAMSEY TOWN COMMISSIONERS
TENANCY SURRENDER FORM**

To Ramsey Town Commissioners, Town Hall, Ramsey, IM8 1RT

I / we hereby give week/s (minimum one week) notice to **Terminate the Tenancy and thereby surrender my tenancy** at

.....
(Address of Property concerned)

On _____
(Date of expiry of the Notice)

I undertake to clean and clear the property, to give up the property with vacant possession and to return the key(s) to you (the Landlord) on

.....
(No later than the date of surrender).

I have cleared my rent account in full up to the expiration of this notice.

If I do not hand in the keys by the date of surrender, I undertake to reimburse the Commission for the cost incurred in changing all existing locks at the surrendered property.

I understand that any personal items left behind will be considered to have been discarded by me and the Commission will proceed to dispose of them without further recourse to me.

I understand that if the property is not left in a reasonable condition, i.e. requires repair, extensive cleaning, decoration, or requires excessive personal items to be disposed of, the cost of the additional repair, cleaning, decorating or disposal will be charged to me.

My forwarding address will be:

.....
.....
.....

Signed..... **Print Name**.....

Signed..... **Print Name**.....
(By those named as tenant(s) on the Tenancy Agreement)

Dated
(At least one week before the date given as the expiration date above)